

MEMORANDUM OF INSURANCE

This memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this memorandum. This memorandum does not amend, extend, or alter the coverage described below. This memorandum may only be copied, printed, and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication, or distribution of this memorandum without consent is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this memorandum via the link below. The information contained herein is valid as today's date and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER	COMPANIES AFFORDING COVERAGE
Beecher Carlson Insurance Services, LLC 6 Cadillac Drive, Suite 200 Brentwood, TN 37027	A – ACE American Insurance Company NAIC #22667 B – Indemnity Insurance Company of North America NAIC #43575 C – ACE Property & Casualty Insurance Company NAIC #20699 D – ACE Fire Underwriters Insurance Company NAIC #20702
INSURED	
AutoZone, Inc. Dept. 8030, 123 S. Front Street Memphis, TN 38103-3607	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Policy Eff (MM/DD/YY)	Policy Exp (MM/DD/YY)	LIMITS OF LIABILITY	
GENERAL LIABILITY						
A	Commercial General Liability ✓ Occur. ✓ General Aggregate applies Per Policy	XSL G71452487	09/01/2019	09/01/2020	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES (Ea. Occurrence)	\$1,000,000
					MED EXP (Any One Person)	Excluded
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$10,000,000
					PRODUCTS - COMP/OP AGG	\$4,000,000
					SIR (Each Occurrence)	\$1,000,000
AUTOMOBILE LIABILITY						
A	✓ Any Auto *AutoZone is self-insured for Physical Damage	ISA H25290434	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Each Accident)	\$10,000,000
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per Accident)	
					GARAGEKEEPERS LEGAL	\$10,000,000
EXCESS LIABILITY						
C	Umbrella Liability ✓ SIR \$25,000 ✓ Per Occurrence	X00G71170081 002	09/01/2019	09/01/2020	EACH OCCURRENCE	\$10,000,000
					GENERAL AGGREGATE	\$10,000,000
					PRODUCTS AGGREGATE	\$10,000,000
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY						
B D A A	✓ LA-OH only ✓ SIR Ea. Accident \$2,000,000	WLR C65892376 (AOS except TX)	09/01/2019	09/01/2020	✓ Per Statute	
		SCF C65892339 (WI only)	09/01/2019	09/01/2020	E.L. EACH ACCIDENT	\$2,000,000
		WCU C65892418 (LA-OH)	09/01/2019	09/01/2020	E.L. DISEASE - EA EMPLOYEE	\$2,000,000
		WLR C65892297(CA-MA)	09/01/2019	09/01/2020	E.L. DISEASE – POLICY LIMIT	\$2,000,000

This memorandum of insurance serves only to list insurance policies, limits, and dates of coverage. Any modification hereto is unauthorized.

MEMORANDUM OF INSURANCE CONTINUED

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BROKER	INSURED
Beecher Carlson Insurance Services, LLC 6 Cadillac Drive, Suite 200 Brentwood, TN 37027	AutoZone, Inc. Dept. 8030, 123 S. Front Street Memphis, TN 38103-3607

The Endorsements on the policies are as follows:

☒ General Liability Endorsements

Certificate Holder is included as Additional Insured as required by written contract, but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of the following applicable endorsements (attached):

Additional Insured – Managers or Lessors of Premises – XS-6W30a (02/17)

Additional Insured – Owners, Lessees or Contractors Automatic Status When Required In Construction Agreement with You - XS21165a (04/13)

Additional Insured – Owners, Lessees or Contractors Completed Operations - XS-21164a (4/13)

Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization - XS21168a (04/13)

Additional Insured – Vendors - XS-6W31c (02/17)

Additional Insured – Mortgagee, Assignee or Receiver - XS21170a (04/13)

Additional Insured – Designated Person or Organization - XS-6W25b (4/13)

Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You - XS6W29b (02/17)

Additional Insured – Grantor of Licenses – Automatic Status When Required by Licensor - MS-66355 (09/19)

A Waiver of Subrogation is granted in favor of Certificate Holder if required by written contract but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of Waiver of Transfer of Rights of Recovery Against Others To Us endorsement - XS6W34 (09/95) (attached). Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss. We waive any right of recovery we may have against the person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard."

Coverage shall be considered primary and non-contributory if required by written contract as an Additional Insured and executed prior to the date of loss as per policy terms and conditions and Non-Contributory Endorsement for Additional Insureds - XS20288a (05/14) (attached).

☒ Automobile Liability Endorsements

Certificate Holder is included as Additional Insured as required by written contract, but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of the following applicable endorsements (attached):

Additional Insured - Lessor and Loss Payee - CA2001 (10/13)

Additional Insured – Designated Persons or Organizations - DA-9U74c (3/16).

A Waiver of Subrogation is granted in favor of Certificate Holder if required by written contract but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of Waiver of Transfer of Rights of Recovery Against Others to Us endorsement - DA-13115a (6/14) (attached) provided such contract was executed prior to the date of loss.

Coverage shall be considered primary and non-contributory if required by written contract as an Additional Insured and executed prior to the date of loss as per policy terms and conditions and Non-Contributory Endorsement for Additional Insureds – DA-21886b (06/14) (attached).

☒ Workers' Compensation & Employer's Liability Endorsements

A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of Waiver of Our Right to Recover From Others endorsement - WC000313 (11/05) (attached) provided such contract was executed prior to the date of loss.

☒ Umbrella Liability Endorsements

Certificate Holder is included as Additional Insured as required by written contract but is limited to the operations of the Insured and is subject to the policy terms, conditions and exclusions of Additional Insured Where Required By Written Contract endorsement - XS27977 (8/09) (attached).

Coverage shall be considered primary and non-contributory if required by contract as per Other Insurance Amendment Primary and Non-Contributory Where Required By Contract endorsement - XS38039 (5/13) (attached).

This memorandum of insurance serves only to list insurance policies, limits, and dates of coverage. Any modification hereto is unauthorized.



ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Named Insured AutoZone, Inc.			Endorsement Number 2
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Designation of Premises (Part Leased to You): All premises leased by you as lessee.

Name of Person(s) or Organization(s) (Additional Insured): Any Manager or Lessor of premises leased to you whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III -- LIMITS OF INSURANCE AND RETAINED LIMIT:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the Limits of Insurance shown in the Declarations.

Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

Named Insured AutoZone, Inc.			Endorsement Number 11
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured AutoZone, Inc.			Endorsement Number 12
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

Named Insured AutoZone, Inc.			Endorsement Number 13
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED - VENDORS

Named Insured AutoZone, Inc.			Endorsement Number 14
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Your Products: All of your products.

Name of Person(s) or Organization(s) (Vendor): Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III -- LIMITS OF INSURANCE AND RETAINED LIMIT:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE, OR RECEIVER

Named Insured AutoZone, Inc.			Endorsement Number 10
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any mortgagee, assignee or receiver whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

Designation of Premises: All premises owned, maintained or used by you in which any such additional insured has an interest

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

Authorized Representative

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured AutoZone, Inc.			Endorsement Number 8
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. **Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III -- Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC
STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

Named Insured AutoZone, Inc.			Endorsement Number 9
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Excess Commercial General Liability Policy

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED - GRANTOR OF LICENSES - AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR

Named Insured AutoZone, Inc.			Endorsement Number 46
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 TO 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that grants licenses to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of licenses to you.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person(s) or organization(s) status as an additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

- B. With respect to the Insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance And Retained Limit:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured AutoZone, Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured AutoZone, Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G71452487	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

POLICY NUMBER: ISA H25290434

Endorsement Number: 34

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AutoZone, Inc.

Endorsement Effective Date:

SCHEDULE

Insurance Company: ACE American Insurance Company	
Policy Number: ISA H25290434	Effective Date: 09/01/2019
Expiration Date: 09/01/2020	
Named Insured: AutoZone, Inc.	
Address: 123 S Front St. Memphis TN 38103	
Additional Insured (Lessor): Any Lessor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	
Address:	
Designation Or Description Of "Leased Autos": All autos leased by you	

Coverages	Limit Of Insurance	
	Each "Accident"	
Covered Autos Liability	\$ 10,000,000	
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Excluded Deductible For Each Covered "Leased Auto"	
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Excluded Deductible For Each Covered "Leased Auto"	

Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$Excluded Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**ADDITIONAL INSURED --
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured AutoZone, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H25290434	Policy Period 09/01/2019 TO 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
- 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured AutoZone, Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H25290434	Policy Period 09/01/2019 TO 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured AutoZone, Inc.			Endorsement Number 15
Policy Symbol ISA	Policy Number H25290434	Policy Period 09/01/2019 TO 09/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an Insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

AMENDATORY ENDORSEMENT

Named Insured AutoZone, Inc.			Endorsement Number 025
Policy Symbol XOO	Policy Number G71170081 002	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement 09/25/2019
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

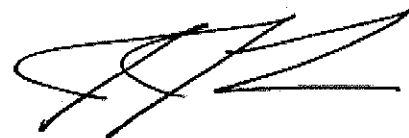
COMMERCIAL UMBRELLA LIABILITY POLICY

Effective 09/25/2019, it is agreed the following forms

- Other Insurance Amendment Primary and Non-Contributory Where Required By Contract - XS-38039 (05/13)
- Additional Insured Where Required By Written Contract Endorsement - XS-27977 (08/09)

has been added to the policy.

All other terms and conditions of this policy remain unchanged.



Authorized Signature

**OTHER INSURANCE AMENDMENT
PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT**

Named Insured AutoZone, Inc.			Endorsement Number 026
Policy Symbol XOO	Policy Number G71170081 002	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement 09/25/2019
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION VI. CONDITIONS, Part J. Other Insurance is deleted and replaced by the following:

If valid and collectible "other insurance" applies to damages that are also covered by this policy, this policy will apply excess of the "other insurance" and will not contribute with such "other insurance" unless the insured is required by contract to provide insurance on a primary and non-contributory basis. This provision will not apply if the "other insurance" is written to be excess of this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

Named Insured AutoZone, Inc.			Endorsement Number 027
Policy Symbol XOO	Policy Number G71170081 002	Policy Period 09/01/2019 to 09/01/2020	Effective Date of Endorsement 09/25/2019
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section II. WHO IS AN INSURED, is amended to include the following:

Any person or organization to whom you become obligated to include as an additional "insured" under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The limits of this policy, or
- b. The limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AUTOZONE, INC. 123 S FRONT ST. MEMPHIS TN 38103	Endorsement Number
	Policy Number Symbol: WLR Number: C65892376
Policy Period 09-01-2019 TO 09-01-2020	Effective Date of Endorsement 09-01-2019
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

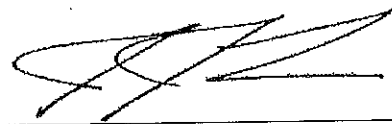
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative